

2550 Golf Road  
Rolling Meadows, IL 60008

Telephone: 312/640-7000

**EVANS** / **EVANS RAILCAR**  
PRODUCTS COMPANY **LEASING COMPANY**  
DIVISION

8587-E

No.

Date

100 Washington, D. C.

5-121A052

March 15, 1985

RECORDATION NO. 8587-E  
MAY 1 1985 3 40 PM  
INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Washington, D.C.

Dear Secretary:

Pursuant to 49 U.S.C. § 11303 and the rules and regulations promulgated thereunder, as amended, we hand you herewith for filing five fully-executed counterparts of that certain Release Agreement dated as of March 15, 1985. The parties to the Release Agreement are as follows:

Releasor: United States National Bank  
of Oregon  
321 S.W. 6th Avenue  
Portland Oregon 97205

Releasee: Evans Railcar Leasing Company  
The East Tower, Suite 1000  
2550 Golf Road  
Rolling Meadows, Illinois 60008

The enclosed Release Agreement relates to that certain Railroad Equipment Security Agreement dated as of October 1, 1976 which was recorded with the Interstate Commerce Commission on November 22, 1976 as ICC Recordation No. 8587. Accordingly, the Release Agreement should be filed as a subfiling under that number.

Enclosed herewith is a check in the amount of \$10.00 for payment of the applicable recording fees.

*CT. Kasper*

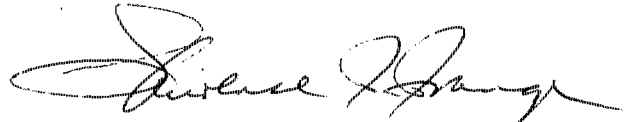
MAY 1 3 36 PM '85  
RECEIVED  
JUL 11 1985

Since these documents are being delivered to you by hand, we would appreciate if you would return to the bearer duly stamped counterparts of the Release Agreement not required to be kept by you, or, if it is not possible to return them to the bearer, send them to:

Mr. Ronald M. Neifield  
Rosenthal and Schanfield  
Suite 4620  
55 East Monroe Street  
Chicago, Illinois 60603

Very Truly Yours,

EVANS RAILCAR LEASING COMPANY

A handwritten signature in dark ink, appearing to read "Duane H. Hargis", written in a cursive style.

Assistant Secretary

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

5/1/85

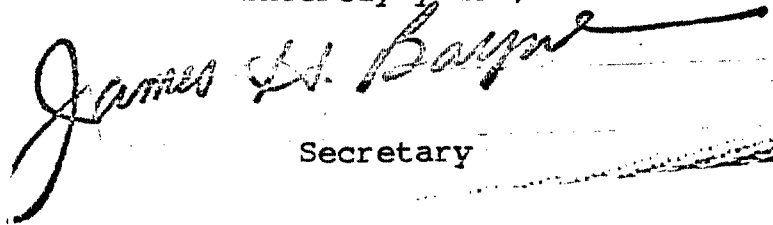
**OFFICE OF THE SECRETARY**

Ronald M. Neifield  
Rosenthal & Schanfield  
55 East Monroe St. Suite 4620  
Chicago, Illinois 60603

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/1/85 at 3:40pm and assigned recordation number(s). 8587-E & 14059-HH

Sincerely yours,

  
Secretary

Enclosure(s)

RECORDATION NO. 8587-*E*  
FILED 1425

MAY 1 1985 3 40 PM

INTERSTATE COMMERCE COMMISSION

RELEASE AGREEMENT

THIS RELEASE AGREEMENT is dated as of the 15th day of March, 1985, by and among Evans Railcar Leasing Company ("Debtor"), an Illinois corporation, successor by name change and merger to United States Railway Leasing Company and United States Railway Equipment Co., Evans Transportation Company ("ETC"), an Illinois corporation, successor by name change to U.S. Railway Mfg. Co., and United States National Bank of Oregon ("Secured Party").

WHEREAS, pursuant to a Loan Agreement dated October 1, 1976 (the "Loan Agreement") by and between Debtor and Secured Party, Debtor executed and delivered to Secured Party its 9-1/2% Equipment Promissory Note, Issue AI, dated November 23, 1976, payable to the order of Secured Party in the original principal amount of \$5,300,000.00 (the "Note"); and

WHEREAS, to secure the Note, the Debtor and Secured Party entered into that certain Security Agreement dated October 1, 1976, and recorded with the Interstate Commerce Commission (the "ICC") on November 22, 1976 as Recordation No. 8587 (the "Security Agreement"); and

WHEREAS, to further secure the Note, the Debtor and Secured Party entered into those our certain Assignments of Lease, each dated October 1, 1976 and recorded with the ICC on November 22, 1976 as Recordation Nos. 8587-A through 8587-D, both inclusive (the "Assignments"); and

WHEREAS, to further secure the Note, ETC executed and delivered to the Secured Party its Guaranty dated October 1, 1976; and

WHEREAS, Debtor has delivered to Secured Party funds sufficient to pay all of the principal of and accrued (to the date of prepayment) but unpaid interest on the Note; and

WHEREAS, contemporaneously herewith, or as soon as practical hereafter, Secured Party has or will return the Note to Debtor marked "Cancelled";

WHEREAS, all of the obligations of Debtor under the Security Agreement and the Assignments and ETC under the Guaranty have been satisfied in full.

NOW, THEREFORE, in consideration of the mutual premises and agreements of the parties, it is agreed that the Security Agreement, the Assignments, the Guaranty and all other agreements executed by and between the parties hereto pursuant to the Loan Agreement are hereby terminated and shall be of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective officers as of the date first above written.

EVANS RAILCAR LEASING COMPANY

By: William M. Seyton  
Vice President

EVANS TRANSPORTATION COMPANY

By: William M. Seyton  
Vice President

UNITED STATES NATIONAL BANK OF OREGON

By: Ed Mear  
Vice President

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF COOK        )

I, Janette C. Benedetto, a Notary Public in and for the County and State aforesaid, do hereby certify that Wm M Peyton the (Vice) President of EVANS RAILCAR LEASING COMPANY, an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25<sup>th</sup> day of March, 1985.

Janette C. Benedetto  
Notary Public

My Commission Expires:

My Commission Expires July 25, 1987

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF COOK        )

I, Janette C. Benedict, a Notary Public in and  
for the County and State aforesaid, do hereby certify that  
Wm M Peyton and \_\_\_\_\_,  
respectively, the (Vice) President of EVANS TRANSPORTATION  
COMPANY, an Illinois corporation, who is personally known to  
me to be the same person whose name is subscribed to the  
foregoing instrument as such officer of said corporation,  
appeared before me in person and acknowledged that he signed  
and delivered the said instrument as his own free and volun-  
tary act and as the free and voluntary act of said corpora-  
tion for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25<sup>th</sup> day  
of March, 1985.

Janette C. Benedict  
Notary Public

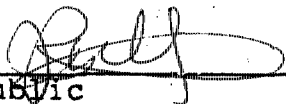
My Commission Expires:

My Commission Expires July 25, 1987

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF C O O K    )

I, Joyce A. Reilly, a Notary Public in and  
for the County and State aforesaid, do hereby certify that  
L.D. Morris Sr. Vice President of UNITED STATES NATIONAL  
BANK OF OREGON ("Bank"), a national banking association,  
personally known to me to be the same person whose name is  
subscribed to the foregoing instrument as such Vice Presi-  
dent appeared before me in person and acknowledged that he  
signed and delivered the said instrument as his own free and  
voluntary act, and as the free and voluntary act of said  
Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day  
of April, 1985.

  
Notary Public

My Commission Expires:

7687